

A. G. Contract No. KR900490TRD
ECS File: JPA 90-25
Project: F-025-1-512
Tracs: 089 YV 310 H2738 01C
Section: US-89

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

THIS AGREEMENT is entered into 25 June, 1990
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PRESCOTT, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1 Section 3 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on U.S.
89 at the following location:

From centerline roadway station 1785+55 to
centerline roadway station 1826+50, a net
distance of approximately 0.78 miles.

NO.	<u>12854</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>6/25/90</u>
	<u>Jim Shumway</u> Secretary of State
By	<u>Vern J. Greenwald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State twenty five (25) percent of the landscape contract costs.

3. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

4. After construction, the City shall maintain the landscaping within the right of way.

5. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and repairing all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

City of Prescott
Mr. Terry J. Reynolds
City Manager
P. O. Box 2059
Prescott, Arizona 86302

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PRESCOTT

STATE OF ARIZONA
Department of Transportation

By Robert C. Morgan
Title Mayor

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

APPROVED

BY THE COUNCIL

City Clerk M. Watson

Date 10/24/89

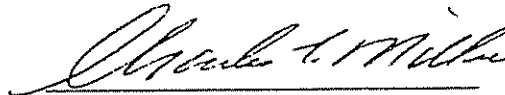
Res. No. 2253

#89-115

RESOLUTION

BE IT RESOLVED on this 26th day of February 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Prescott for the purpose of defining responsibilities for the construction of landscaping of US-89 in the city limits.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 2253

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION COOPERATIVE NON-INTERSTATE LANDSCAPING PROGRAM.

WHEREAS, the Arizona Transportation Board approved the City of Prescott's request for a \$40,000 project with \$30,000 from the Arizona Department of Transportation and \$10,000 budgeted from the City; and


WHEREAS, this project continues the Non-Interstate Landscaping Project Program from Carleton Street to White Spar Road on U.S. Highway 89; and

WHEREAS, the City of Prescott and the Arizona Department of Transportation have the authority to enter into intergovernmental agreements pursuant to the Arizona Revised Statutes, Section 11-952.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

THAT, the Mayor and Council of the City of Prescott hereby accept the grant from the Arizona Department of Transportation and authorize the Mayor and staff to execute the contract therefore and take all steps deemed necessary to accomplish the above.

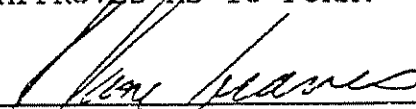
PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 24th day of OCTOBER, 1989.


KEN SHAFER
Mayor of the City of Prescott

ATTEST:


MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:

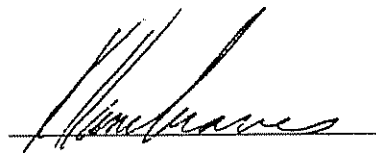

K. KANE GRAVES
City Attorney

JPA 90-25

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PRESCOTT and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 12 day of March, 1990.

A handwritten signature in black ink, appearing to read "H. H. H.", is written over a horizontal line.

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR90-0490-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Chief Counsel
Transportation Division